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JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

LOUIS VUITTON MALLETIER, S.A.,

Plaintiff,

v.

MIDO TRADING, INC., et al.,

Defendants.

Case No.: CV 08-04405 DDP (AGR_x)

**FINAL JUDGMENT UPON CONSENT
WITH RESPECT TO DEFENDANTS
MIDO TRADING, INC. AND GLEN
SUH, A/K/A SUNG SUH,
INDIVIDUALLY AND DOING
BUSINESS AS MIDO TRADING CO.**

1 Plaintiff Louis Vuitton Malletier, S.A. (hereinafter “Louis Vuitton” or
 2 “Plaintiff”) having filed a Complaint in this action charging defendants Mido Trading,
 3 Inc. and Glen Suh a/k/a Sung Suh d/b/a Mido Trading Co. (hereinafter collectively
 4 referred to as “Mido” or “Defendants”) with federal trademark counterfeiting, federal
 5 trademark infringement, federal false designation of origin, federal trademark dilution,
 6 federal copyright infringement, state statutory and common law trademark
 7 counterfeiting, infringement, unfair competition and trademark dilution, and
 8 constructive trust, and the parties desiring to settle the controversy between them, it is

9 **ORDERED, ADJUDGED AND DECREED** as between the parties hereto that:

10 1. This Court has jurisdiction over the parties to this action and over the
 11 subject matter hereof pursuant to 15 U.S.C. §§ 1116(a) and 1121; 17 U.S.C. § 501; 28
 12 U.S.C. § 1331, and § 1338(a) and (b); and 28 U.S.C. § 1367. Venue in this district is
 13 proper pursuant to 28 U.S.C. §§ 1400(a) and 1391 (b), and (c). Service was properly
 14 made against Defendants.

15 2. Louis Vuitton is organized and existing under the laws of France, with its
 16 principal place of business at 2 Rue du Pont Neuf, 75001, Paris, France. Louis
 17 Vuitton is the sole and exclusive distributor in the United States of goods bearing the
 18 Louis Vuitton Trademarks and Louis Vuitton Copyrighted Work (defined below).

19 3. Louis Vuitton is the owner of all rights in and to numerous federal
 20 trademark applications and registrations including without limitation, the following:

<u>Mark</u>	<u>Registration / Serial No.</u>	<u>Date of Registration</u>
LV (and pattern design)	297,594	September 20, 1932
Flower Design	2,177,828	August 04, 1998
Flower Design	2,181,753	August 18, 1998
Flower Design	2,773,107	October 14, 2003
Toile Damier	2,421,618	January 16, 2001
Damier	3,576,404	February 17, 2009

1 Louis Vuitton is also the owner of the common law Monogram Multicolor Trademark,
2 a modified version of its Toile Monogram Trademark, printed in thirty-three bright
3 Murakami colors on a white or black background, and the common law Damier Azur
4 Trademark (a modified version of its Damier Trademark, printed in cream and azure
5 blue colors). Louis Vuitton's trademarks, including without limitation those
6 specifically identified hereinabove, are hereinafter collectively referred to as the
7 "Louis Vuitton Trademarks."

8 4. The Louis Vuitton Trademarks are in full force and effect; and the
9 Trademarks thereof and the goodwill of Plaintiff's businesses in connection with
10 which the trademarks are used have never been abandoned.

11 5. Plaintiff is the owner of certain registrations in the United States
12 Copyright Office including, but not limited to, U.S. Registration No. VA 1-250-121
13 for the Louis Vuitton Multicolor Monogram – Black Print and U.S. Supplementary
14 Registration No. VA-1-365-644 for the Louis Vuitton Multicolor Monogram –Black
15 Print. Louis Vuitton's copyrights, including without limitation, the copyright
16 specifically identified hereinabove, are hereinafter collectively referred to as the
17 "Louis Vuitton Copyrighted Work."

18 6. Plaintiff alleges that Defendants have manufactured, imported, exported,
19 advertised, promoted, distributed, offered for sale and sold handbags wrongfully
20 bearing counterfeits and infringements of the Louis Vuitton Trademarks and Louis
21 Vuitton Copyrighted Work as depicted in Exhibit 4 to the complaint filed this action
22 (hereinafter, the "Accused Products").

23 7. Defendants and their officers, directors, employees, attorneys, partners,
24 agents, subsidiaries, successors, assigns, affiliates and any and all persons and entities
25 under Defendants' direction or control, or in active concert or participation with any
26 of them, agree to be contractually enjoined and are immediately and permanently
27 enjoined and restrained throughout the world from:

- 1 A. Using any reproduction, counterfeit, copy or colorable imitation or
- 2 designation confusingly similar to the Louis Vuitton Trademarks
- 3 or substantially similar to the Louis Vuitton Copyrighted Work to
- 4 identify any goods or the rendering of any services not authorized
- 5 by Plaintiff;
- 6 B. Engaging in any course of conduct likely to cause confusion,
- 7 deception or mistake, or to injure Plaintiff's business reputation, or
- 8 to dilute the distinctive quality of Plaintiff's name and Plaintiff's
- 9 Louis Vuitton Trademarks and Louis Vuitton Copyrighted Work;
- 10 C. Using a false description or representation including words or
- 11 other symbols tending to falsely describe or represent Defendants'
- 12 unauthorized goods as being those of Plaintiff or sponsored by or
- 13 associated with Plaintiff and from offering such goods into
- 14 commerce;
- 15 D. Further infringing Plaintiff's trademarks and copyrights by
- 16 manufacturing, importing, exporting, producing, distributing,
- 17 circulating, selling, marketing, offering for sale, advertising,
- 18 promoting, renting, displaying or otherwise disposing of any
- 19 products not authorized by Plaintiff bearing any simulation,
- 20 reproduction, counterfeit, copy, colorable imitation, or confusingly
- 21 similar or substantially similar designation of Plaintiff's Louis
- 22 Vuitton Trademarks and Louis Vuitton Copyrighted Work;
- 23 E. Further counterfeiting Plaintiff's trademarks by manufacturing,
- 24 importing, exporting, producing, distributing, circulating, selling,
- 25 marketing, offering for sale, advertising, promoting, renting,
- 26 displaying or otherwise disposing of any products not authorized
- 27 by Plaintiff bearing any simulation, reproduction, counterfeit,
- 28

1 copy, colorable imitation, or confusingly similar or substantially
2 similar designation of Plaintiff's Louis Vuitton Trademarks and
3 Louis Vuitton Copyrighted Work;

4 F. Using any simulation, reproduction, counterfeit, copy, colorable
5 imitation or confusingly similar or substantially similar designation
6 of Plaintiff's Louis Vuitton Trademarks and Louis Vuitton
7 Copyrighted Work in connection with the rental, promotion,
8 advertisement, display, sale, offering for sale, manufacture,
9 production, circulation or distribution of any unauthorized products
10 in such fashion as to relate or connect, or tend to relate or connect,
11 such products in any way to Plaintiff, or to any goods or services
12 sold, manufactured, sponsored or approved by, or connected with
13 Plaintiff;

14 G. Making any statement or representation whatsoever, or using any
15 false designation of origin or false description, or performing any
16 act, which can or is likely to lead the trade or public; or individual
17 members thereof, to believe that any products manufactured,
18 distributed, sold or rented by Defendants is in any manner
19 associated or connected with Plaintiff, or is sold, manufactured,
20 licensed, sponsored, approved or authorized by Plaintiff;

21 H. Dealing in any goods and services that constitute counterfeits or
22 infringements of any of Plaintiff's Louis Vuitton Trademarks or
23 Louis Vuitton Copyrighted Work or that infringe or impair
24 Plaintiff's rights in, or to use or to exploit, said trademarks and
25 copyrights, or constituting any dilution of Plaintiff's name,
26 reputation or goodwill;

- 1 I. Secreting, destroying, altering, removing, or otherwise dealing
2 with the unauthorized products or any books or records which
3 contain any information relating to the manufacturing, importing,
4 exporting, producing, distributing, circulating, selling, marketing,
5 offering for sale, advertising, promoting, renting or displaying of
6 all unauthorized products which infringe Plaintiff's Louis Vuitton
7 Trademarks and Louis Vuitton Copyrighted Work;
- 8 J. Effecting assignments or transfers, forming new entities or
9 associations or utilizing any other device for the purpose of
10 circumventing or otherwise avoiding the prohibitions set forth in
11 paragraphs "A" through "I", above, including without limitation
12 assisting, aiding or abetting any other person or business entity to
13 engage in or perform any of the above-described acts.

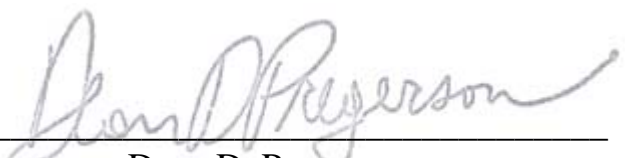
14 8. The jurisdiction of this Court is retained for the purpose of making any
15 further orders necessary or proper for the construction or modification of the
16 Settlement Agreement between the parties, this Judgment, the enforcement thereof
17 and the punishment of any violations thereof.

18 9. This Judgment shall be deemed to have been served upon Defendants at
19 the time of its execution by the Court.

20 10. The Court expressly determines that there is no just reason for delay in
21 entering this Judgment, and pursuant to Rule 54(a) of the Federal Rules of Civil
22 Procedure, the Court directs entry of judgment against Defendants.

23 **IT IS SO ORDERED**

24 Dated: April 26, 2010, Los Angeles, California.

25
26 
27 _____
28 Dean D. Pregerson
UNITED STATES DISTRICT JUDGE

1 Presented by:

2 KEATS McFARLAND & WILSON LLP
3 9720 Wilshire Boulevard, Penthouse Suite
4 Beverly Hills, California 90212
5 (310) 248-3830

6 _____
7 Anthony M. Keats
8 Attorneys for Plaintiff
9 Louis Vuitton Malletier, S.A.

10 **CONSENTS**

11 The undersigned hereby consent to the entry of the Final Judgment Upon
12 Consent.

13 Dated: March ____, 2010 MIDO TRADING, INC.

14 By: _____

15 Printed Name _____

16 Its: _____

17
18
19 Dated: March ____, 2010 GLEN SUH a/k/a SUNG SUH d/b/a MIDO
20 TRADING CO

21 By: _____

22
23
24 Dated: March ____, 2010 LOUIS VUITTON MALLETIER, S.A.

25 By: _____